

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE N/A		PAGE 1 OF PAGES 45		
2. AMENDMENT/MODIFICATION NO. <b>0004</b>		3. EFFECTIVE DATE <b>11 FEB 02</b>		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable) SPEC. NO. 1183	
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
DEPARTMENT OF THE ARMY U.S. ARMY ENGINEER DISTRICT, SACRAMENTO <b>1325 J STREET</b> <b>SACRAMENTO, CALIFORNIA 95814-2922</b>				DISTRICT ENGINEER U.S. ARMY ENGINEER DISTRICT, SACRAMENTO <b>1325 J STREET</b> <b>SACRAMENTO, CALIFORNIA 95814-2922</b> ATTN: CONTRACTING DIVISION			

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		<div style="display: flex; align-items: center; justify-content: center;"> <div style="margin-right: 5px;">(✓)</div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;">×</div> </div>	9A. AMENDMENT OF SOLICITATION NO.	
			DACW05-02-B-0001	
			9B. DATED (SEE ITEM 11)	
			01 DEC 14	
CODE			10A. MODIFICATION OF CONTRACTS/ORDER NO.	
			N/A	
FACILITY CODE			10B. DATED (SEE ITEM 13)	
			N/A	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
**GUADALUPE RIVER PROJECT, CONTRACT 3B (SANTA CLARA STREET TO PARK AVENUE)**  
**SAN JOSE, CALIFORNIA**

**1 ENCL**

**1) REVISED PAGES: 01500 (44 PAGES).**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE
30-105-02
STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243
USAPPC V2.00

## INDEX

SECTION 01500  
GENERAL REQUIREMENTS

	<u>Page</u>
<b>PART 1 GENERAL .....</b>	<b>1</b>
1.1 REFERENCES .....	1
1.2 SUBMITTALS .....	2
1.3 PROJECT SIGNS .....	3
1.3.1 General .....	3
1.3.2 Number of Signs .....	3
1.3.3 Materials .....	4
1.3.4 Construction .....	4
1.3.5 Maintenance and Disposal .....	4
1.4 BULLETIN BOARD .....	5
1.4.1 General .....	5
1.4.2 Maintenance and Disposal .....	5
1.5 BEGINNING AND COMPLETION OF WORK .....	5
1.6 WORK LIMIT DEFINITIONS .....	5
1.7 GEOTECHNICAL INVESTIGATION REPORTS .....	5
1.8 CONTRACTOR'S TEMPORARY FACILITIES .....	6
1.8.1 Administrative Field Offices .....	6
1.8.2 Contractor Employee Parking .....	6
1.8.3 Appearance of Trailers .....	6
1.8.4 Staging Area .....	6
1.8.5 Maintenance of Staging Area .....	6
1.8.6 Security Provisions .....	7
1.9 GOVERNMENT FIELD OFFICES .....	7
1.10 RESTORATION OF STAGING AREA AND FIELD OFFICE AREA .....	7
1.11 TEMPORARY PROJECT SAFETY FENCING .....	7
1.11.1 General .....	7
1.12 HOUSEKEEPING AND CLEANUP .....	8
1.13 TEMPORARY ELECTRIC WIRING .....	9
1.13.1 Temporary Power and Lighting .....	9
1.13.2 Construction Equipment .....	9
1.13.3 Circuit Protection .....	9
1.14 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE .....	9
1.14.1 Allowable Cost .....	9
1.14.2 Equipment Rental .....	10
1.14.3 Standard Form 1411 .....	10
1.15 EQUIPMENT DATA FORM .....	10
1.16 GENERAL SAFETY REQUIREMENTS .....	10
1.16.1 General .....	10
1.16.2 The Prime Contractor's Superintendent .....	11

1.16.3 Safety and Health Person(s) .....	11
1.16.4 Activity Hazard Analysis .....	11
1.16.5 Violations .....	11
1.16.6 Inspections .....	11
1.16.7 Recordkeeping/Reporting Requirements .....	12
1.16.8 Accident Reporting .....	12
1.17 SOIL DENSITY TEST (METERS CONTAINING RADIOACTIVE MATERIALS) .....	12
1.17.1 Service Permit .....	12
1.17.2 Nuclear Regulatory Commission (NRC) License .....	12
1.18 NOISE CONTROL .....	12
1.18.1 Construction Noise Limits .....	12
1.18.2 Noise Level Measurement .....	12
1.19 PUBLIC CONVENIENCE AND SAFETY .....	13
1.20 MEETINGS .....	14
1.20.1 Preconstruction Conference .....	14
1.20.2 Weekly Project Meetings .....	14
1.20.3 General Construction Coordination Meeting .....	14
1.20.4 Compaq Center of San Jose (Arena) Event Coordination Meeting .....	15
1.20.5 Contractor Quality Control Coordination Meeting .....	15
1.20.6 Preconstruction Safety Conference .....	15
1.20.7 Prewarranty Conference .....	15
1.20.8 Special Project Meetings .....	15
1.20/9 Other Meetings .....	
1.21 PARTNERING .....	15
1.22 COOPERATION WITH OTHERS .....	16
1.23 COORDINATION WITH OTHERS .....	16
1.23.1 Pacific Gas and Electric Company (PG&E) .....	16
1.23.2 Compaq Center of San Jose (Arena) .....	16
1.23.3 Other Private Utility Companies .....	17
1.23.4 Santa Clara Valley Water District (SCVWD) .....	17
1.23.5 San Jose Water Company .....	18
1.23.6 Adobe Building .....	22
1.23.7 State of California, Department of Transportation (Caltrans) .....	22
1.23.8 Other Construction Contracts .....	23
1.24 INSPECTION AND REVIEW BY OTHER AGENCIES .....	26
1.24.1 General .....	25
1.24.2 Inspection and Review by the Santa Clara Valley Water District (SCVWD) .....	26
1.24.3 Inspection and Review by the City of San Jose (CSJ) .....	27
1.24.4 Inspection by California Department of Fish and Game, the U.S. Fish and Wildlife Service, and the National Marine Fisheries Service .....	27
1.24.5 Inspection and Review by the California Department of Transportation (Caltrans) ..	27
1.25 PERMITS .....	28
1.25.1 General .....	28
1.25.2 City of San Jose (CSJ) .....	28
1.25.3 Permit required by the San Jose Water Company (SJWC) .....	29

1.25.4 California Department of Transportation (Caltrans) .....	28
1.26 PRECONSTRUCTION CONDITION SURVEY .....	29
1.27 UTILITY OUTAGES AND STREET CLOSURES .....	30
1.27.1 Scheduling .....	30
1.27.2 Closing of Cross Streets .....	30
1.27.3 Written Permission .....	30
1.28 UTILITIES .....	30
1.28.1 Contractor Responsibility .....	30
1.28.2 Protection of Utilities .....	31
1.28.3 Rearrangement in Advance of Construction .....	31
1.28.4 Rearrangement by Others .....	31
1.28.5 Access to Facilities .....	31
1.28.6 Right-of-Way Improvement .....	31
1.28.7 Relocations for Contractor Convenience .....	31
1.28.8 Underground Relocations Not Shown on Drawings or Specifications .....	32
1.28.9 Delays Due to Utility Relocations .....	32
1.28.10 Unknown Underground Facilities .....	32
1.28.11 Water Connections .....	32
1.28.12 Preconstruction Utility Meeting .....	32
1.29 SCRAP MATERIAL .....	31
1.30 SPECIAL CONSTRUCTION PROCEDURES .....	33
1.30.1 Work Within the Channel .....	33
1.30.2 Cultural Resources Issues .....	33
1.30.3 Hours of Operation .....	33
1.30.4 Preservation/Protection of Trees .....	32
1.31 STONE PROTECTION AND AGGREGATE SOURCES .....	34
1.31.1 Stone Protection Sources .....	34
1.31.2 Aggregate Sources .....	34
1.32 CONTAMINATED SOIL ISSUES .....	35
1.33 DISPOSAL SITES .....	35
1.34 HAUL ROUTES .....	35
1.34.1 Intended Haul Route Plan .....	35
1.34.2 Haul Route Cleanup .....	35
1.35 DAMAGE TO ROADS .....	35
1.36 DAMAGE TO WORK .....	36
1.36.1 Winter Preparedness Plan .....	36
1.36.2 Damage by Flood or Earthquake .....	36
1.37 PRICING OF CONTRACTOR-FURNISHED PROPERTY .....	36
1.38 WRITTEN GUARANTEES AND GUARANTOR'S LOCAL REPRESENTATIVE .....	37
1.39 WARRANTY OF CONSTRUCTION .....	37
1.39.1 Performance Bond .....	37
1.39.2 Pre-Warranty Conference .....	37
1.39.3 Equipment Warranty Identification Tags .....	38
1.39.4 Contractor's Response to Warranty Service Requirements .....	38
1.40 ENVIRONMENTAL LITIGATION .....	39

1.40.1 Suspension of Work.....	39
1.40.2 Definition of Environmental Litigation.....	39
1.41 PERFORMANCE EVALUATION OF CONTRACTOR .....	39
1.41.1 Time of Evaluation .....	39
1.41.2 Format of Evaluation.....	39
1.41.3 Subcontractor Evaluation .....	39
1.42 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER.....	40
1.42.1 Conditions for Extension .....	40
1.42.2 Anticipated Weather Delays.....	40
1.42.3 Contractor Record .....	40
1.43 BID ITEM OVERRUN .....	40
1.44 PAYMENT.....	41
1.45 NON CONTRACT WORK.....	41
<b>PART 2 PRODUCTS (NOT APPLICABLE).....</b>	<b>41</b>
<b>PART 3 EXECUTION (NOT APPLICABLE).....</b>	<b>41</b>

**SECTION 01500****GENERAL REQUIREMENTS****PART 1 GENERAL****1.1 REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only. The latest edition available on the date of the Notice of Inviting Bids shall be used.

**DEPARTMENT OF COMMERCE (DOC)**

DOC PS 1 Construction and Industrial Plywood  
 DOC PS 20 American Softwood Lumber Standard

**FEDERAL SPECIFICATIONS (FS)**

FS FF-B-575 (Rev C) Bolts, Hexagon and Square.  
 FS FF-N-105 (Rev B; Int Am 4) Nails, Brads, Staples and Spikes: Wire, Cut and Wrought  
 FS FF-N-836 (Rev D; Am 3) Nut: Square, Hexagon, Cap, Slotted, Castle, Knurled, Welding and Single Ball Seat.  
 FS TT-P-001984 (Basic) Primer Coating, Latex Base, Exterior, (Undercoat for Wood), White and Tints

**NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION (NEMA)**

NEMA Z535.1 Safety Color Code

**U.S. ARMY CORPS of ENGINEERS**

EM 385-1-1 Safety and Health Requirements Manual.  
 EP 1110-1-8 Construction Equipment Ownership and Operating Expense Schedule, Region VII

**WEST COAST LUMBER INSPECTION BUREAU (WCLIB)**

WCLIB 16 Standard Grading and Dressing Rules for Douglas Fir, Western Hemlock, Western Red Cedar, White Fir, Sitka Spruce Lumber

**WESTERN WOOD PRODUCTS ASSOCIATION (WWPA)**

WWPA-01 (Supple No. 1) Western Lumber Grading Rules 91

**STATE OF CALIFORNIA, DIVISION OF INDUSTRIAL SAFETY**

High Voltage Electrical Safety Orders

## 1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having a "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330; SUBMITTAL PROCEDURES:

### SD-01 Data

Contract Pricing Proposal; GA

When needed for equipment.

Equipment Data Form; GA

Staging Area and Site Plan; GA

Short-term Schedules; FIO

Short term schedules submitted daily covering the work planned for the following three days at the San Jose Water Company frontage to the river channel.

### SD-04 Drawings

Shop Drawings associated with sanitary sewer and storm drain relocations, and irrigation and electrical installations; GA

Shop drawings for these items of work shall be submitted for review by the City of San Jose.

Shop drawings for work within the Caltrans right of way; GA

Staging Area and Site Plan; GA

Haul Road Plan; GA

For filing with the City of San Jose.

### SD-08 Statements

Cleanup Plan; FIO

Noise Monitoring Plan; GA

Noise monitoring at the San Jose Water Company and elsewhere.

Protection Plan;GA

Protection of building and other facilities at the San Jose Water Company frontage.

Fire Safety Plan; GA

Fire Safety Plan covering various locations as discussed further in paragraph 1.22.7.

Notice of Intent; GA

Notice of Intent submitted to Caltrans prior to doing work within the State right of way.  
As described in paragraph 1.22.8.

Haul Road Plan; GA

For filing with the City of San Jose.

#### SD-09 Reports

Accident Report; FIO

The Contractor shall submit at the 50 percent point and 100 percent of project completion, a written summary of worker's compensation claims filed by workers on the project.

Settlement and Lateral Movement Readings; FIO

Settlement and lateral movement readings at the San Jose Water Company at monitoring points.

### 1.3 PROJECT SIGNS

#### 1.3.1 General

The Contractor shall construct and erect project, safety, auxiliary, information, and hard hat signs at locations designated by the Contracting Officer. The signs shall conform to the requirements of the drawings attached at the end of this section. The signs shall be erected as soon as possible and within 15 days after date of commencement of work under this contract.

#### 1.3.2 Number of Signs

The Contractor shall furnish the following signs:

Standard Sign for Levee and Channel Project.....	<u>4</u>	sites to be determined by Contracting Officer
Hard Hat Signs.....	<u>4</u>	at each site where a standard sign is located while construction is in progress
Auxiliary Sign.....	<u>1</u>	as required



Information Sign..... 1 as required  
 Safety Sign..... 1 as required

### **1.3.3 Materials**

#### **1.3.3.1 Lumber**

Lumber shall conform to DOC PS 20 and grading rules of applicable grading agencies, WCLIB or WWPA. Grade shall be "Standard" or better Douglas Fir, S4S and shall be stamped S-Dry.

#### **1.3.3.2 Plywood**

Plywood shall conform to DOC PS 1, Grade AC, Group 1, Exterior.

#### **1.3.3.3 Bolts, Nuts and Nails**

Bolts and nuts shall be galvanized and conform to FS FF-B-575 and FS FF-N-836. Nails shall conform to FS FF-N-105.

#### **1.3.3.4 Finish**

Type of paint for primer, finish coats, lettering and color of signs and lettering shall be as indicated on the drawings attached to this specification section.

#### **1.3.3.5 Decals**

Corps of Engineers castle decal and the hard hat decal called for on the signs will be furnished by the Government. Santa Clara Valley Water District logo decal will be provided by the Santa Clara Valley Water District.

### **1.3.4 Construction**

#### **1.3.4.1 Details**

Signs shall be constructed as detailed on the drawings attached to this specification section.

#### **1.3.4.2 Painting**

All exposed surfaces and edges of plywood shall be given one coat of linseed oil and be wiped prior to applying primer. All exposed surfaces of signs and supports shall be given one coat of primer and one finish coat of paint colors as indicated. All lettering shall be sized as indicated. Width of letter stroke shall be 1/6 of the letter height, except as noted.

### **1.3.5 Maintenance and Disposal**

The Contractor shall maintain the signs in good condition throughout the life of the project. Signs shall remain the property of the Contractor and upon completion of the project they shall be removed from the site.

## **1.4 BULLETIN BOARD**

### **1.4.1 General**

A weatherproof bulletin board, not less than 48 inches wide and 36 inches high, with hinged glass door shall be provided adjacent to or mounted on the Contractor's project office. If adjacent to the office, the bulletin board shall be securely mounted on not less than 2 posts. Bulletin board and posts shall be painted or have approved factory finish. The bulletin board shall be easily accessible at all times and shall contain wage rates, equal opportunity notice, and other items required to be posted.

### **1.4.2 Maintenance and Disposal**

The Contractor shall maintain the bulletin board in good condition throughout the life of the project. The bulletin board shall remain the property of the Contractor and upon completion of the project shall be removed from the site.

## **1.5 BEGINNING AND COMPLETION OF WORK**

Contractor shall begin work within ten days of receipt of the notice to proceed and must complete the work within 912 calendar days. The Contractor shall complete all work necessary to reach Milestone No. 1 within 730 calendar days of the receipt of the notice to proceed.

Milestone No. 1 shall be substantial completion such the Owner has beneficial use of the flood control facilities. Milestone No. 1 shall include completion of the culvert, inlet and outlet structures, and all work within the river channel banks.

Additional schedule requirements are specified in Section and 00700; CONTRACT CLAUSES.

## **1.6 WORK LIMIT DEFINITIONS**

The following definitions apply to the limits shown on the Drawings.

Permanent Right of Way: Permanent Right-of-Way lines are shown on the Drawings for reference only.

Limits of Work: The Limits of Work shall be as shown on the Drawings. The Contractor shall for conduct and maintain all construction operations and activities within the Limits of Work except as otherwise allowed with temporary construction easements.

## **1.7 GEOTECHNICAL INVESTIGATION REPORTS**

Geotechnical Investigation reports that are available for review are as follows:

“Geotechnical Study” by AGS, Inc.

"Foundation Report Influence of Proposed Project Structures on Existing Caltrans Structures" Volume 1 and Volume 2, April 27, 2001 by URS.

Investigation Reports that are available regarding soil and groundwater contamination are listed in Section 01351; SAFETY, HEALTH, AND EMERGENCY RESPONSE.

## **1.8 CONTRACTOR'S TEMPORARY FACILITIES**

The Contractor shall submit a Staging Area and Site Plan, which shall show the proposed locations for fencing, avenues of ingress/egress into the work areas, the Contractor's and Government Field offices, employee parking areas, excavated and imported material stockpile locations, decontamination areas, equipment yards, and other facilities to perform the work described in these specifications no later than 30 days prior to the start of construction. *A State of California, Department of Transportation (Caltrans) Lease Agreement covering a portion of the premises is contained in Attachment 1 at the end of this section.*

### **1.8.1 Administrative Field Offices**

The Contractor shall provide and maintain administrative field office facilities within the construction area. Government office and warehouse facilities will not be available to the Contractor's personnel.

### **1.8.2 Contractor Employee Parking**

The Contractor shall provide within the limits of work or obtain outside of the limits of work sufficient parking for all of its and its subcontractor's employees. Contractor's employees and subcontractors employees shall not park within parking areas designated for Compaq Center at San Jose (formerly San Jose Arena) patron parking. A map identifying parking facilities designated for Compaq Center patron parking is available by contacting The City of San Jose, Department of Transportation. The Contractor shall submit as a part of its Staging Area and Site Plan, the locations and number of spaces within the limits of work provided for employee parking, employee parking areas outside of the limits of work and plans for shuttling of employees from parking areas including routes for shuttle vehicles.

### **1.8.3 Appearance of Trailers**

Trailers utilized by the Contractor for administrative or material storage purposes shall present a clean and neat exterior appearance and shall be in a state of good repair. Trailers that, in the opinion of the Contracting Officer, require exterior painting or maintenance will not be allowed.

### **1.8.4 Staging Area**

The Contractor shall construct a temporary 6-foot high chain link fence around trailers and materials. The fence shall include plastic strip inserts, colored green, so that visibility through the fence is obstructed. Fence posts may be driven, in lieu of concrete bases, where soil conditions permit. Trailers, materials, or equipment shall not be placed or stored outside the fenced area unless such trailers, materials, or equipment are assigned a separate and distinct storage area by the Contracting Officer away from the vicinity of the construction site. Trailers, equipment, or materials shall not be open to public view with the exception of those items that are in support of ongoing work on any given day. Materials shall not be stockpiled outside the fence in preparation for the next day's work. At the end of each workday, mobile equipment, such as tractors, wheeled lifting equipment, cranes, trucks, and like equipment, shall be parked within the fenced area.

### **1.8.5 Maintenance of Staging Area**

Fencing shall be kept in a state of good repair and proper alignment. Should the Contractor elect to traverse with construction equipment or other vehicles grassed or unpaved areas which are not established roadways, such areas shall be covered with a layer of gravel as necessary to prevent rutting and the tracking of mud onto paved or established roadways; gravel gradation shall be at the Contractor's discretion. Grass located within the boundaries of the construction site shall be mowed for the duration of the project. Grass and vegetation along fences, buildings, under trailers, and in areas not accessible to mowers shall be edged or trimmed neatly. See Section 02270; DUST AND EROSION CONTROL SEEDING.

### **1.8.6 Security Provisions**

The Contractor shall provide security 24 hours a day at the work site. Adequate outside security lighting shall be provided at the Contractor's temporary facilities. The Contractor shall be responsible for the security of their own equipment; in addition, the Contractor shall notify the appropriate law enforcement agency requesting periodic security checks of the temporary project field office.

## **1.9 GOVERNMENT FIELD OFFICES**

The Contractor shall provide the Government on-site personnel with two offices, each at least 700 square feet in floor area, and containing two desks, two chairs, conference table with chairs sufficient for 8 people, and a filing cabinet. The offices shall be located near the Contractor's Field Office and be provided with space heat, air conditioning, lockable doors with two sets of keys, and electric light and power. One of the offices shall be provided with two telephone hookups with one telephone and one fax machine, copy machine capable of reproducing 11-inch by 17-inch copies, and toilet facilities consisting of one lavatory and one water closet complete with connections to water and sewer mains. Hot and cold running water shall also be included. A mail slot in the door or a lockable mailbox mounted on the surface of the door shall be provided. The other office shall be provided with one telephone hookup with a telephone. Six parking spaces for Government and local agency vehicles shall be provided adjacent to the Government Field Offices. At completion of the project, the offices shall remain the property of the Contractor and shall be removed from the site. Utilities shall be connected and disconnected in accordance with local codes and to the satisfaction of the Contracting Officer.

## **1.10 RESTORATION OF STAGING AREA AND FIELD OFFICE AREA**

Upon completion of the project and after removal of trailers, materials, and equipment from within the staging areas, the temporary limit of work perimeter fence shall be removed and will become the property of the Contractor. Areas used by the Contractor for the storage of equipment or material, or other use, shall be restored equivalent to the original or better condition. Gravel used to traverse grassed areas shall be removed and the area restored to its original condition, including topsoil and seeding as necessary.

## **1.11 TEMPORARY PROJECT SAFETY FENCING**

### **1.11.1 General**

In addition, to temporary fencing for staging areas as described in paragraph 1.8.4 the Contractor shall be responsible for the complete installation of a temporary fencing system at the work site to prevent public access into work areas. The temporary fencing shall consist of a chain link at least 6 feet high. The Contractor shall provide any necessary maintenance to the fencing system until its removal by the Contractor at the completion of the contract unless otherwise approved by the Contracting Officer. Gates shall be installed at the locations proposed by the Contractor and approved by the Contracting Officer. The temporary fencing shall remain erected on the project site until the end of the landscape maintenance period or as directed by the Contracting Officer. The temporary fencing and gates shall become the property of the Contractor at the time of its removal. Payment for work specified under this paragraph will be made at the contract lump sum price for Item, "Temporary Fencing and Double Swing Gates", which price shall include all costs in connection therewith.

The Contractor shall submit as a part of the Staging Area and Site Plan when portions of the Work will be fenced and how installation and removal of the fencing is coordinated with other Work items.

## **1.12 HOUSEKEEPING AND CLEANUP**

Pursuant to the requirements of paragraph, "Cleaning Up" and paragraph, "Accident Prevention", of the CONTRACT CLAUSES, Section 00700, the Contractor shall assign sufficient personnel to ensure strict compliance. The Contractor shall submit a detailed written Cleanup Plan for implementation of this requirement. The plan shall be presented as part of the Health and Safety Plan specified in Section 01351; SAFETY, HEALTH, AND EMERGENCY RESPONSE and shall provide for keeping the total construction site, structures and access ways free of debris and obstructions at all times. The plan shall address the requirements of Section 01354; ENVIRONMENT PROTECTION, Paragraph 3.1.4. Work shall not be allowed in those areas that, in the opinion of the Contracting Officer's representative, have unsatisfactory cleanup and housekeeping at the end of the preceding day's normal work shift. At least once each day all areas shall be checked by the Quality Control person of the Prime Contractor and the findings recorded on the Quality Control Daily Report. In addition, the Quality Control person shall take immediate action to ensure compliance with this requirement. The Contractor shall assign housekeeping and cleanup to specific personnel. The name(s) of the personnel shall be available at the project site; each person shall be supplied with a distinctively marked hard hat, to be worn from the beginning to the end of the project.

## **1.13 TEMPORARY ELECTRIC WIRING**

### **1.13.1 Temporary Power and Lighting**

The Contractor shall provide construction power facilities in accordance with the safety requirements of the National Electrical Code NFPA No. 70 and EM 385-1-1. The Contractor, or his delegated subcontractor, shall enforce all the safety requirements of electrical extensions for

the work of all subcontractors. All work shall be accomplished by skilled electrical tradesmen in a workmanlike manner, as approved by the Contracting Officer.

### **1.13.2 Construction Equipment**

In addition to the requirements of EM 385-1-1 all temporary wiring conductors installed for operation of construction tools and equipment shall be either Type TW or THW contained in metal raceways, or may be multiconductor cord. Temporary wiring shall be secured above the ground or floor in a workmanlike manner and shall not present an obstacle to persons or equipment. Open wiring may only be used outside of buildings, and then only in strict accordance with the provisions of the National Electrical Code.

### **1.13.3 Circuit Protection**

In addition to the present requirements in EM 385-1-1 and the National Electrical Code, all 15 and 20-ampere receptacle outlets used for obtaining power during construction shall have ground fault circuit interrupters (GFCI) for personnel protection. Block and brick saws shall also be equipped with GFCI. The Contracting Officer may allow an exception to this requirement for circuits for concrete vibrators or circuits operating at other than 60 Hertz normal (in both cases an assured grounding program as described in the National Electrical Code, except utilizing the daily inspection frequency of the grounding means of such equipment, may be permitted). The assured grounding program will not be permitted as a substitute for usage of GFCI'S except as described above. All generator-powered 15- and 20-ampere, 60-Hertz receptacle outlets shall have GFCI'S, and shall be properly grounded. A testing means shall be provided which will impose a measured fault of 5 milliamperes and result in tripping the GFCI unit.

## **1.14 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE**

### **1.14.1 Allowable Cost**

Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a Contractor or subcontractor at any tier shall be based on actual cost data when the Government can determine both ownership and operating costs for each piece of equipment or equipment groups of similar serial and series from the Contractor's accounting records. When both ownership and operating costs cannot be determined from the Contractor's accounting records, equipment costs shall be based upon the applicable provisions of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule", Region VII. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retrospective pricing, the schedule in effect at the time the work was performed shall apply.

### **1.14.2 Equipment Rental**

Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36, substantiated by certified copies of paid invoices. Rates for equipment rented from an organization under common control, lease-purchase or sale-leaseback arrangements will be determined using the schedule except that rental costs leased from an organization under

common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees are allowable. Costs for major repairs or overhaul are unallowable.

#### **1.14.3 Standard Form 1411**

When actual equipment costs are proposed and the total amount of the pricing action is over \$25,000, cost or pricing data shall be submitted on Standard Form 1411, "Contract Pricing Proposal Cover Sheet". By submitting cost or pricing data, the Contractor grants to the Contracting Officer or an authorizing representative the right to examine those books, records, documents and other supporting data that will permit evaluation of the proposed equipment costs.

After price agreement, the Contractor shall certify that the equipment costs or pricing data submitted are accurate, complete and current. (EFARS 31.105)

#### **1.15 EQUIPMENT DATA FORM**

In conjunction with paragraph 1.14 the Contractor shall furnish SPK Form 450 for all necessary equipment to perform work requiring adjustment of contract price and shall submit these forms with the modification proposals. A sample form is at the end of this section. (See EFARS 31.105)

#### **1.16 GENERAL SAFETY REQUIREMENTS**

##### **1.16.1 General**

The Corps of Engineers Safety and Health Requirements Manual EM 385-1-1 (see Contract Clauses, Section 00700, ACCIDENT PREVENTION); the Occupational Safety and Health Act (OSHA) Standards for Construction (Title 29, Code of Federal Regulations Part 1926 as revised from time to time); General Industry Standards (Title 29, Code of Federal Regulations Part 1910 as revised from time to time); and the National Fire Protection Association Codes are applicable to this contract. In case of conflict, the most stringent requirement of the two standards is applicable.

##### **1.16.2 The Prime Contractor's Superintendent**

The Prime Contractor's superintendent shall take an active role in enforcing the safety requirements by participation in safety conferences, hazard analysis (see below), tool box meetings, walk-through inspections, correction of violations, etc., and including the safety requirements for the subcontractor's work.

##### **1.16.3 Safety and Health Person(s)**

The Contractor shall employ, to cover all hours of work at the project site(s), at least one or more safety and health person(s) to manage the Contractor's safety program; duties which are not germane to the safety program, shall not be assigned to this person(s). One or more safety and health person(s) qualified in accordance Section 01351; SAFETY, HEALTH, AND EMERGENCY RESPONSE shall physically be present on the actual site of the work whenever work of any sort is being performed by the Contractor, subcontractor, or supplier personnel are on site. The principal safety and health person shall report to and work directly for the Contractor's top on-site manager, corporate safety office, or other high-level official of equivalent position. The safety and health person(s) shall have the authority to take immediate steps to

correct unsafe or unhealthful conditions. The employment of a safety and health person(s) shall not abrogate the safety and health responsibilities of other personnel.

#### **1.16.4 Activity Hazard Analysis**

Based on the construction schedule, the Contractor shall submit an activity hazard analysis of each major phase of work prior to entering that phase of activity as specified in Section 01351; Safety, Health, and Emergency Response. The analysis shall include major or high risk hazards, as well as commonly recurring deficiencies that might possibly be encountered for that operation, and shall identify proposed methods and techniques of accomplishing each phase in a safe manner.

#### **1.16.5 Violations**

If recurring violations and/or gross violation indicate that the safety performance is unsatisfactory, corrective action shall be taken as directed, and at the discretion of the Contracting Officer's Representative the retention or some part thereof will be withheld from the progress payment until corrective action has been completed.

#### **1.16.6 Inspections**

All construction sites are subject to fire and safety inspections without notice. Any violations of fire and safety standards may result in a work stoppage at the expense of the Contractor.

A monthly on-site safety inspection will be made by the insurance carriers of the prime and subcontractors. The Contractor's safety program will be reviewed and a meeting will be held with the Contracting Officer's Representative to discuss the job-site safety. A written report will be made by the Contractor stating the results of the inspection and the action taken.

#### **Recordkeeping/Reporting Requirements**

On all contract operations, the Prime Contractor shall be responsible for recording and reporting all accident exposure and experience incident work. (This includes exposure and experience of the prime contractor and his/her sub-contractor(s)). As a minimum these records shall include exposure work-hours and a log of occupational injuries and illnesses (OSHA Form 200 or state equivalent as prescribed by 29 CFR 1904.5). Reference EM 385-1-1, 01.D.04.

#### **1.16.8 Accident Reporting**

As part of the requirements for reporting accidents in accordance with EM 385-1-1, Section 1, the Prime Contractor shall submit at the 50 percent point and 100 percent of project completion, a written summary of worker's compensation claims filed by workers on the project. The report shall include all subcontractors. The Contractor's compensation insurance carrier shall certify the main report covering the Prime Contractor claims as "correct and true". The same certification will be required for subcontractor reports.

### **1.17 SOIL DENSITY TEST (METERS CONTAINING RADIOACTIVE MATERIALS)**

#### **1.17.1 Service Permit**

In accordance with 06.E of EM-385-1-1, Safety and Health Requirements Manual, the Contractor shall obtain a service permit to use, store, operate, or handle a radiation producing



machine or radioactive materials if such machine is to be used on the work site. The service permit shall be obtained through the Contracting Officer's Representative. The Contractor should notify the Contracting Officer during the pre-construction conference if a radiation-producing device will be utilized, in order to determine the permit application requirements, and allow a lead time of 45 days for obtaining a permit.

#### 1.17.2 Nuclear Regulatory Commission (NRC) License

The Contractor is responsible for providing a copy of any Nuclear Regulatory Commission (NRC) licenses per the Code of Federal Regulations 10 CFR "Energy" for all radioactive sources brought onto the site by the Contractor and/or subcontractors. These licenses shall be provided to the Contracting Officer's Representative, before the radioactive sources are allowed on the site.

### 1.18 NOISE CONTROL

The following are general noise requirements for this Contract 3B. Special noise restrictions related to the customer service area at the San Jose Water Company are given under 1.23.5 San Jose Water Company.

#### 1.18.1 Construction Noise Limits

The Contractor shall keep noise from construction activities from exceeding the energy-mean A-weighted sound pressure (*dBA L<sub>eq</sub>*) and maximum sound levels (*dBA L<sub>max</sub>*) identified below ***within 10 feet of*** any residential structure throughout the duration of the Work.

Time	Hourly Equivalent Sound Level ( <i>L<sub>eq</sub></i> )	Maximum Sound Level ( <i>L<sub>max</sub></i> )
6:30 a.m. to 7:00 p.m.	No requirements	
7:00 p.m. to 11:30 p.m.	65 dBA	75 dBA
11:30 p.m. to 6:30 a.m.	60 dBA	65 dBA

#### 1.18.2 Noise Level Measurement

The Contractor shall provide a qualified acoustical consultant to conduct 24-hour sound level measurements at representative locations around the project site to determine ambient ***and construction*** noise levels during construction. A Noise Monitoring Plan including the qualifications of the acoustical consultant, details about the sound level meters to be used, and the proposed locations for noise sound level meters shall be submitted for approval by the City of San Jose and the Contracting Officer. Noise monitoring shall be conducted under stable meteorological conditions as follows:

- Wind speed shall be less than 5 mph.
- No rain.
- No temperature inversion.

Sound level monitors shall be placed ***within 20 feet of*** ~~near~~ the building façade of the closest

residences on each side of the construction activity. At a minimum, sound meters shall conform to the American National Standards Institute (ANSI) requirements for a Type 2 ~~H~~ integrating sound level meter. The meter shall be used with the *A-weighting filter and* “slow” meter characteristic. The microphone shall be *equipped with a windscreen and* placed at least ~~10~~ 4 feet from any structure and 5 feet above the ground level. The angle of incidence of the microphone shall be ~~as in accordance with the angle of which the microphone has the most uniform frequency response (specified by the manufacturer~~ *to satisfy the appropriate ANSI Standard for outdoor measurement of environmental noise* ). The meter shall be calibrated in accordance with the manufacturer’s instructions at the beginning and end of each measurement period using manufacturer’s approved calibrator.

## **1.19 PUBLIC CONVENIENCE AND SAFETY**

Throughout the entire Contract period, Contractor shall be required to share all public roads that lie outside the limits of Work and some within the Limits of Work. The Contractor shall conduct his operations so as to offer the least possible obstruction and inconvenience to public traffic, and all traffic shall be permitted to pass through work with as little delay as possible. Convenient and suitable crossings for access to side roads shall be provided and maintained by the Contractor. At any and all points along the work where the nature of construction operations in progress and the equipment and machinery in use are of such character as to endanger passing traffic, the Contractor shall provide such lights and signs, erect such fences or barriers, and station such guards as may be necessary to give adequate warning and to avoid damage or injury to passing traffic. Signs, flags, lights, and other warning and safety devices shall conform to applicable city, county, and state requirements. Flagging within the City of San Jose right of way within or near a signalized intersection shall be done by reserve police officers in accordance with City ordinance. The Contractor’s attention is directed to Chapter 8.16 of the San Jose Municipal Code, “Secondary Employment Approval.” Secondary Employment Approval requires two (2) working days advanced notice. Information is available from: Secondary Employment Unit, San Jose Police Department, 201 West Mission Street, Post Office Box 270, San Jose, CA 95103-0270. Telephone No. (408) 277-4980.

## **1.20 MEETINGS**

### **1.20.1 Preconstruction Conference**

In accordance with CONTRACT CLAUSE “Preconstruction Conference”, the Contracting Officer will arrange a mutually agreeable date, time, and location for a Preconstruction Conference. The Contracting Officer will also prepare an agenda for the conference and will determine if any subcontractor attendance is required. The purpose of the preconstruction conference will be to establish a working understanding between the parties.

### **1.20.2 Weekly Project Meetings**

The Contracting Officer will schedule, prepare and distribute agenda, and administer meeting throughout progress of the work at weekly intervals. The Contractor shall advise the Contracting Officer at least 24 hours in advance of weekly meetings, to the maximum extent practicable, items to be added or deleted from the agenda. The weekly meetings shall enable orderly review of progress during construction. The purpose of the meetings will be to analyze progress and review items relative to execution of the work. Subcontractor’s, suppliers, and others shall be

invited to attend weekly meetings in which their aspects of the work are involved. Relationships between Contractor and its subcontractors and suppliers, is Contractor's responsibility. Contractor's representatives attending and participating in weekly meetings shall have all required authority to commit Contractor to the resolution of problems as agreed on in weekly meetings. To the maximum extent practicable, Contractor shall appear in person or assign the same person or persons as representatives at weekly meetings throughout the construction period.

Contractor's superintendents shall attend each meeting. The agenda shall include safety, review of minutes of previous meetings, review of work progress, identification of problems which impede the schedule and proposed corrective actions, review of submittals schedule and status of submittals, review of off-site fabrication and delivery schedules, revisions to project schedule, planned progress and work activities during succeeding work period, coordination of construction schedules, pending changes and substitutions, and any other business relating to the work.

The Contracting Officer will take minutes of each weekly meeting and these minutes will be jointly issued by signature of Contracting Officer and Contractor's representatives. One approved copy will be distributed to each organization that might be concerned with the proceedings. Minutes, when issued, shall be considered to be an accurate representation of the proceedings and decisions of the meeting. Corrections to minutes shall be settled as a priority under old business at the next regularly scheduled meeting.

### **1.20.3 General Construction Coordination Meeting**

The Contracting Officer's Representative and the Contractors superintendent or another designated representative approved by the Contracting Officer shall attend the weekly General Construction Coordination Meeting for downtown City of San Jose.

### **1.20.4 Compaq Center of San Jose (Arena) Event Coordination Meeting**

The Contracting Officer's Representative and the Contractors superintendent or another designated representative approved by the Contracting Officer shall attend a monthly Compaq Center of San Jose (Arena) Event Coordination Meeting. The primary purpose of the coordination meetings will be for the Center to keep the Contractor apprised of Center events schedules and therefore periods of time in which the Contractor will not be able to cross St. John Street and how traffic flow patterns will change. The Contractor in turn will keep the Center apprised on the schedule for the 6-month closure of St. John Street, the 4-month partial closure of New Julian Street, and any night full closures of New Julian Street.

### **1.20.5 Contractor Quality Control Coordination Meeting**

As specified in Section 01451; Contractor Quality Control.

### **1.20.6 Preconstruction Safety Conference**

As specified in Section 01351; Safety, Health and Emergency Response.

### **1.20.7 Pre-warranty Conference**

As specified in this Section.

### **1.20.8 Special Project Meetings**

The Contracting Officer or Contractor may call special project meetings to be convened during the interim period between weekly project meetings when it is deemed necessary to raise any significant questions, establish new guidelines, introduce a new aspect of work, or any other items that will affect the progress of work. The Contracting Officer will establish the time and place of special meetings.

### **1.20.9 Other Meetings**

The Contractor shall attend four public outreach meetings in conjunction with all other contractors working in the downtown area.

The Contractor shall attend monthly construction coordination meetings together with other contractors working on the approximately ten largest projects in the downtown area. These meetings are expected to be scheduled for mornings and to last 2 hours each.

## **1.21 PARTNERING**

The Government intends to encourage the foundation of cohesive partnership with the Contractor, its subcontractors, the Santa Clara Valley Water District, the City of San Jose, the San Jose Redevelopment Agency, and the Architect-Engineer. Refer to Section 00800: SPECIAL CLAUSES for specific requirements.

## **1.22 COOPERATION WITH OTHERS**

During the life of this contract, other Contractors will be performing operations in the general area where work under this contract is being performed. The Contractor shall cooperate with others in all respects wherever necessary for the better prosecution of the work. As far as practicable, all persons working in the vicinity shall have equal rights to the use of all transportation facilities and grounds within the limitations specified in Section 00700; CONTRACT CLAUSES. The obligation of the Contractor under this contract shall include jointly planning and scheduling the work, on a cooperative basis, with other Contractors in order to minimize delays and interference. The Contractor shall so arrange his operations as to not interfere with other work in progress. In case of dispute or disagreement regarding use of transportation and storage facilities and rights of access, the decision of the Contracting Officer shall govern.

## **1.23 COORDINATION WITH OTHERS**

### **1.23.1 Pacific Gas and Electric Company (PG&E)**

The Contractor shall be responsible for coordinating his activities with those of PG&E through the Contracting Officer's Representative.

The point of contact for electrical power and gas facilities is Sharon Kennedy (408) 299-1084.

Access to PG&E's electric power transmission facilities shall be maintained at all times. The Contractor shall carry out his work without causing interference to the use of or danger to PG&E's facilities.

The Contractor shall design cuts and fills in the vicinity to PG&E's facilities so that no standing water is concentrated around poles, towers, or other PG&E structures.

No tools, machinery, equipment, apparatus, materials or supplies, or any part thereof shall be erected, handled or operated within ten (10) feet of any PG&E high voltage line energized at 50,000 volts or less. With respect to conductors energized at more than 50,000 volts, no tools, machinery, equipment, apparatus, materials or supplies, or any part thereof shall be erected, handled or operated closer than the minimum clearances set out in the High Voltage Electrical Safety Orders of the California Division of Industrial Safety, which said minimum clearances are incorporated herein by reference. No transportation or transit of any tool, machinery, equipment or apparatus or the moving of any house or building shall be carried out without observing the minimum clearances set out in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety, which said minimum clearances are incorporated herein by reference. Notwithstanding these requirements all work is subject to all the provisions of General Order Nos. 69-C, 95 (Electric), 112-D (gas), and 128 (underground electric and communications), as applicable, of the Public Utilities Commission of the State of California, and to all other applicable provisions of the laws and regulations of the State of California and all other government agencies.

#### **1.23.2 Compaq Center of San Jose (Arena)**

The Contractor, through the Contracting Officer, shall minimize disruptions to traffic flow, pedestrian movements, and shuttle bus operations in the vicinity of the Arena.

A minimum of 200 events per year is typically scheduled for the Arena. The Arena Authority on a monthly basis distributes a three-month advance event calendar showing event start time and estimated attendance. The Contractor shall keep apprised of events occurring at the Compaq Center of San Jose (Arena) (Web site: <http://www.sj-arena.com>).

The Contractor shall attend a monthly Arena Event Coordination Meeting to help facilitate traffic control during Arena events.

The Contractor shall schedule no deliveries or hauling of materials in or out of the project site during the period commencing two hours prior to each Arena event and ending 90 minutes following that event.

The Contractor shall identify sufficient parking within the limits of work or at other locations for all Contractor and subcontractor employees. Parking in other areas including those designated as Arena patron parking is not allowed except for project visitors.

Compaq Center of San Jose (Arena) Authority coordination shall be with Chris Morrissey (408) 977-4780.

#### **1.23.3 Other Private Utility Companies**

Various private utilities will be relocated by others as shown on the Drawings to accommodate the proposed construction. A portion of these relocation procedures may occur during the

construction of this project. The Contractor shall contact all private utility companies that have utility facilities in the project area to coordinate utility relocation and accommodation. The Contractor shall include jointly planning and scheduling the work, on a cooperative basis, with other Contractors in order to minimize delays and interference. The Contractor shall so arrange his operations as to not interfere with other work in progress.

#### **1.23.4 Santa Clara Valley Water District (SCVWD)**

SCVWD is coordinating all private utility relocations and abandonments. Contact Steve Ferranti of SCVWD at (408) 265-2600 for copies of the various utility agreements that outline private utility relocations and abandonments in the project area.

Reflective depth markers shall be epoxied at 1-foot intervals for the first 10 feet of vertical depth measuring upward from the new channel invert at each of the bridge crossings on this project. Reflective numbers indicating distance above invert in feet shall be placed immediately adjacent to the depth markers. Reflective numbers indicating stations shall be placed adjacent to the uppermost depth marker as shown on the detail attached to this Section or as directed by the Engineer. Markers and numbers shall be located at the downstream end of each bridge structure at sufficient distance to be clearly visible from the downstream sidewalk on the bridge.

Markers shall be Type D-2 Way Yellow Reflective Markers, as defined in Section 85-1.02 of the State Specifications and shall comply with the applicable provisions of Section 85-1.05 of the State Specifications. Dimensions of the markers and placement of the markers and numbers shall be as shown on the attached detail. Placement of the markers shall conform with the applicable provisions of Section 85 1.06 of the State Specifications. Reflective numbers shall be 3-1/2 inches minimum height and shall be cut in a neat and legible form from wet reflective pavement marking tape, Hawkins Flex-O-Line or equal, prior to placement. Color shall be yellow or white, as directed by the Engineer. Surface preparation and application for the numbers shall comply with manufacturer's recommendations including, but not limited to, application of a primer sealer prior to placement of the numbers on a clean concrete surface.

All payment for reflective depth markers and reflective numbers and their installation, surface preparation, and placement shall be considered, as included in the price paid for other items of work and no additional payment will be allowed therefor.

#### **1.23.5 San Jose Water Company**

The following are special requirements related to the construction of the drilled shaft wall in front of the San Jose Water Company Corporate Headquarters and Main Office building at 374 West Santa Street (water company office building).

The Contractor shall ensure that ~~the environment~~ **the energy average sound level ( $L_{eq}$ ) for the office hours of 8:00 AM to 5:00 PM inclusive** within the water company office building, does not exceed ~~52 50 dBA  $L_{eq}$~~  **and the noisiest single hour shall not exceed 55 dBA  $L_{eq}$**  due to the Contractor's operations during water company business hours. The water company business hours are from 8:00 a.m. to 5:00 p.m. during weekdays. ***This requirement applies to the following office areas facing the Guadalupe River:***

- *Unoccupied office, lower floor*
- *Programers' office area*
- *Accounting office area*
- *Mr. Loehr's office*
- *Corner office, second floor*
- *Mr. Roth's office*
- *Mr. Roth's Secretary office*

*As a provision to meet the specified noise requirements the Contractor shall install the temporary noise mitigation measures described below at the windows of each of the listed offices, including the eastern half of the south facing windows at the accounting office area.*

- *Install a temporary upgrade to the existing windows consisting of temporary individual lites of 3/8 inch laminated glass, one lite on the inside and one lite on the outside of each window. The "thick" interlayer of the outside lite shall face the outside of the building and thick interlayer of the inside lite shall face the inside of the building.*
- *Resiliently mount temporary lites.. Mount exterior new temporary lite at an angle to the existing windows. Install a sound absorbent perimeter panel along two opposing edge surfaces of the airspace created by adding the temporary lites.*
- *Install temporary theater type drapes inside each of the impacted offices.*

*All temporary noise mitigation measures shall meet acoustical, building code, and any other regulatory requirements, and shall be subject to approval by the Contracting Officer. The San Jose Water Company Building is registered in the National Register of Historical Places, all work shall comply with Federal and State requirements for historical preservation. All work shall be esthetical pleasing and shall be completed with minimum impact to the appearance of the building. At the completion of the work the Contractor shall remove all temporary noise mitigation measures and restore each office and the building exterior to pre-construction conditions to the complete satisfaction of the San Jose Water Company. All installation, dismantling and restoration work shall be coordinated with the San Jose Water Company and be performed outside normal office business hours.*

Prior to the start of construction, the contractor shall retain a qualified *noise control specialist* ~~acoustician~~ to prepare the related construction noise portion of the Noise Monitoring Plan (*Plan*).

The ~~p~~ *Plan* shall evaluate noise levels based on the actual equipment proposed for use during business hours. The Plan shall estimate noise levels ~~expected to be incident upon within~~ *within the exterior windows of listed offices in the water company office building facing Guadalupe River.* The Plan shall identify noise reduction measures to be applied during water company business hours *if noise levels are predicted to exceed the specified energy average sound level one-hour  $L_{eq}$ .* These measures may include but are not limited to the following:

For tasks to be performed during water company business hours, select equipment which will not cause the noise environment within the water company offices facing Guadalupe River to exceed the specified noise level.

Perform ~~certain~~ *noisy* activities outside of water company business hours.

Operate and maintain all construction equipment to minimize noise generation. Equipment and vehicles shall be kept in good repair and fitted *and operated* with "manufacturer-recommended *or OEM supplied*" shields, shrouds, silencers and mufflers.

*Contractor shall measure exterior noise levels at a point closest to the construction noise source and within one foot of the building façade as specified above and consistent with the approved Plan A* at the beginning of construction, *when noise generating construction equipment is moved laterally or closer to the water company office building, when there is a change in the quantity or type of noise-producing equipment,* and when requested by the Contracting Officer. ~~the Contractor shall measure noise within four of the water company offices facing Guadalupe River. The particular offices and the locations within those offices shall be as designated by the Contracting Officer.~~ The sound levels should be measured using an integrating sound level meter, which conforms to the American National Standards Institute (ANSI) requirements for a Type 1 Sound Level Meter (SLM). *It may be necessary to locate the microphone remotely from the SLM electronics by means of a pole and extension cable in order to satisfy the measurement location criteria specified herein. The Contractor shall also install Community Noise Analyzers (CNA) in four offices of the Water Company Building to continuously monitor noise levels during construction of the project. The CNA shall be capable of performing extended unattended measurements of  $L_{eq}$ ,  $L_{max}$ , and a minimum of two centile values in contiguous 15-minute intervals. The CNA shall satisfy ANSI Standards for a Type 2 integrating sound level meter at a minimum. The CNA microphone shall be equipped with a windscreen and located no closer than four (4) feet from any exterior window. Laboratory calibration shall be periodically verified by using a field calibrator. The offices to be monitored will be identified by the Contracting Officer.* The results of the interior and exterior sound level measurements shall be submitted to the Contracting Officer within 24 hours of the sound level measurement. ~~Additional noise mitigation measures shall be instituted if the sound level from construction activity exceeds 95 dBA  $L_{eq(one-hour)}$  at the exterior location(s) specified herein during water company business hours within any of the four designated locations during water company business hours.~~

The Contractor shall verify the presence of existing facilities by pipeline locator and exploratory trenches prior to construction.

Contractor shall verify that all temporary utility relocations at the San Jose Water Company have been completed before starting work in that area. Contractor shall schedule his repaving work at the San Jose Water Company for after the permanent utility relocations have been completed by others.

*Contractor shall locate the existing underground electrical primary service line between the San Jose Water Company Data Processing Building and the Project Right of Way prior to any work. Contractor shall save and protect the existing underground electrical primary service line to remain in place.*

~~The Contractor shall remove the Existing floodlighting lights and heat pump unit on the east site of the office building air conditioning unit located near ground level in the vicinity of the new wall will be~~



~~removed by others. and shall reinstall them in full operational condition following construction of the well.~~

The Contractor shall salvage the existing placards on the pipe bridge and hand it over to the San Jose Water company.

A coordination meeting will be held within thirty days following notice of award with representatives of the Government, SJWC, the Contractor, PG&E, and representatives of the various agencies in attendance. The various requirements specified in the contract documents, construction procedures and construction coordination will be discussed. Contingency plans in the event of Water Company's operations being affected by construction will be discussed. The Contractor shall submit a protection plan addressing the contract requirements and conditions at the frontage to the SJWC facilities. This plan shall be coordinated with the installation plan for drilled shafts as specified in Section 02372; DRILLED SHAFTS, and be likewise submitted at least 60 days before constructing drilled shafts at Wall 10. A further coordination meeting will be held at least 30 days before drilled shaft construction commences.

A joint preconstruction survey of the existing buildings and other facilities in the vicinity of the wall will be undertaken by Contractor, Contracting Officer, representatives of the San Jose Water Company, and representatives of local agencies. The joint survey will be undertaken just prior to the start of installation of temporary works and demolition associated with new wall construction. The condition of both the interior and exterior of the buildings and other facilities adjacent to the new wall will be recorded on plans and photographs.

The San Jose Water Company will establish a set of ten monitoring points on the existing buildings and facilities. The Contractor shall retain a Licensed Land Surveyor or Registered Engineer to monitor settlement and lateral movement of the existing buildings and facilities using these ten monitoring points. All settlement readings will be taken at least once a week as work proceeds and once a week for a period of 2 months following construction of the drilled shaft wall and removal of the temporary berm. All settlement and lateral movement readings shall be reduced, tabulated, and presented on graphs showing displacement against time progressively during construction of the drilled shaft wall and removal of the temporary berm. The Contractor shall submit the above data weekly to the Contracting Officer for review.

Notification of construction operations shall be made on monthly schedules issued two weeks in advance. Short-term schedules covering the following three days shall be issued daily while demolition and construction proceeds along the SJWC river frontage. Schedules shall be submitted to both the SJWC representative and the Contracting Officer's field representative.

Old foundations are known to exist below the footprint of and in the vicinity of the Data Processing Building. The foundations include those of an old pump pit. The pump station is believed to have a basement extending down ten feet below the general ground elevation. The extent of the old pump station construction could extend a few feet towards the river beyond the footprint of the data processing building.

The SJWC Main Building has a deep wall supported on a footing 24 feet below grade on the channel side. Vertical clearance between existing grade and the floor soffit within the main building basement is approximately 4 feet.

The terra-cotta roof of the main building shall be protected against potential damage arising from construction.

Rock protection, stone protection, grouted stone protection, sacked concrete, and large pieces of concrete are believed to exist below the slope vegetation. Option bid items for advancing through these materials are described in Section 02372; DRILLED SHAFTS.

All rock protection placed in early 1997, consisting of approximately 50 rocks weighing approximately from one to four tons and extending over approximately 30 feet of the frontage to the San Jose Water Company shall be retrieved from the toe and slope and be transported to the Santa Clara Valley Water District's Brokaw Yard. Payment for rock retrieval and transportation will be included in the Item, "Clearing Site and Removing Obstructions", which price shall include all costs in connection therewith. Refer to Section 02110; CLEARING SITE AND REMOVING OBSTRUCTIONS.

The Contractor shall protect existing facilities including the transformer, the PG&E splice box, and Well "T" which are close to the back of the new wall.

The Contractor shall maintain access to Well "T" and the transformer. SJWC operations to be carried out during the construction period include maintenance to the transformer and to Well "T" utilizing large maintenance equipment.

Well "T" comprises a 20-inch diameter surface pipe penetrating 48-feet from grade to a 16-inch casing extending a further 740-feet. The new wall will be approximately 8-feet from Well "T". Prior to construction, SJWC will establish the pre-construction condition of the well by performing a pumping test to determine the specific capacity of the well, photograph the interior of the vault, surface pipe and well casing, survey the location and elevation of the vault and well to form a basis for comparison for construction monitoring, and the setting up of control points near the start of wall construction in order to allow for advanced assessment of possible impact of construction on the well.

Drainage outfalls are to be connected and discharged at a few select points, as indicated. Blow-off outfalls are to be connected and discharged at a few select points, as indicated.

The existing sheet pile with deadman wall close to the new wall alignment in front of most of the buildings shall be partially removed as construction proceeds. In order to maintain access and limit disruption, tie rods and deadmen shall be left in place to the greatest extent possible. The length of existing sheet pile wall located behind the new drilled shaft wall shall be left in place.

Heavy equipment will not be permitted on the existing paved area adjacent to the buildings and other facilities. Demolition of the existing wall and construction of the new wall shall be undertaken from the channel side of the new wall with heavy equipment positioned on a temporary berm. The

temporary berm shall provide supplemental lateral support to the SJWC facilities throughout the period of existing wall demolition, drilled shaft construction, concrete strength gain, post-tensioning, and upper wall and facing construction. Requirements related to materials and construction of temporary berms and crossings are described in Section 02101; CARE AND DIVERSION OF WATER.

All work associated with demolition of the existing wall and construction of the new wall shall take place during the period defined in paragraph, "(A) WORK WITHIN THE CHANNEL."

A trial drilled shaft hole shall be drilled prior to drilled shaft wall construction. Refer to Section 02372; DRILLED SHAFTS. It is expected that casing will be needed to maintain the stability of the sides of the drilled shaft holes. Monitoring of vibration and noise shall be undertaken during the operations of moving equipment and during drilling.

The Contractor shall establish monuments in the heads of six 60-inch diameter drilled shafts at the frontage to the San Jose Water Company buildings. The locations shall be as directed by the Contracting Officer. Requirements for the monuments are as specified in Section 02372; DRILLED SHAFTS and as shown on the plans.

#### **1.23.6 Adobe Building Owner**

Personnel access and fire truck access shall be provided to the Adobe Building within the project right-of-way. A covered access for personnel shall be provided to and from the river channel side of the Adobe Building to Park Avenue and San Fernando Street. Access shall be maintained for fire trucks along the river side of the building. The Contractor shall contact the City of San Jose Fire Marshall, to discuss construction activities, response needs, and requirements of the Fire Department. The Contractor shall then submit a fire safety plan covering the various construction phases to the Contracting Officer and obtain a permit from the City Fire Marshall.

#### **1.23.7 State of California, Department of Transportation (Caltrans)**

Construction surveys in areas which impact Caltrans freeway facilities shall follow the procedures specified in the State's Survey Manual and Staking Information Pamphlet. Existing monuments that might be disturbed or destroyed as a result of the project shall be tied-out prior to construction. A record of Survey and/or corner records shall be filed for monument perpetuation. The Contractor shall provide suitable means, approved by the Contracting Officer, to safeguard or perpetuate monuments. The Contractor shall install any "State-furnished material" as shown on the plans.

The Contractor shall abide by the conditions of any Caltrans encroachment permit for this project for all work undertaken within the State right of way. Such conditions include the use of the July 1999 edition of the Standard Specifications and Standard Plans, requirements related to temporary shoring around Caltrans structures, submittal of a supplemental SWPPP, submittal of a Notice of Intent prior to excavation within the State right of way, erosion control, access control fence, and barrier rail.

Existing trees, shrubs, groundcover, and irrigation equipment, that are on Caltrans right-of-way and are not to be removed, and if injured or damaged by reason of the Contractor's operations, shall be

replaced by the Contractor. The minimum size of tree replacement shall be 600mm box and the minimum size of shrub replacement shall be No. 15 container. Replacement for groundcover plants shall be flats and shall be planted 300 mm on center. The Contractor shall water replacement plants as directed by the Engineer.

Damaged or injured plants and irrigation equipment shall be removed and disposed of outside the highway right-of-way as directed by the Contracting Officer.

Replacement planting of injured or damaged trees, shrubs and groundcover shall be completed prior to the start of the plant establishment period.

#### **1.23.8 Other Construction Contracts**

The work for Contract 3B will interface with the construction work for Contract 3A on the downstream side of the Santa Clara Street Bridge and may be affected by construction work for Contract 3C Phase 2 on the upstream side of Woz Way.

The limits of work for Contracts 3A and 3B overlap from approximately 20 feet south up to approximately 58 feet north of the north face of the Santa Clara Street Bridge.

Contract 3B permanent construction includes the construction of Retaining Wall 16 between the Ranger Station and Santa Clara Street and the installation of a new portion of sanitary sewer siphon below the channel invert downstream of Santa Clara Street.

Contract 3B temporary construction includes the installation of a length of 48-inch diameter corrugated metal storm drain with flap gate, steel sheet piling at the east abutment, and a portion of cellular concrete mat anchored at the conform with the concrete invert slab and turned down and terminated below the channel invert.

Contract 3A permanent construction includes the construction of cellular concrete mat, gabions, low flow channel, concrete stairway, concrete handrail, modification to the corrugated metal storm drain, and a drilled shaft retaining wall at the east abutment.

Contract 3A temporary construction includes the installation of cellular concrete mat transitions turned down and terminated below the channel invert.

The Contractor shall coordinate with the contractor for Contract 3A regarding work in this area including the diversion of river channel flow, the sanitary sewer siphon construction, the installation of concrete cellular mat, and the requirements related to the Fish Management Plans of the two projects.

The scheduling and extent of the operations within the channel involving channel bed protection shall be agreed with the Contracting Officer who may modify the extent of work downstream of the Santa Clara Street Bridge, including the temporary termination of cellular concrete mat, in order to match the operations and schedule of both Contractor and Contract 3A contractor.

The Contractor shall coordinate with the contractor for Contract 3C Phase 2 regarding items that

may impact Contract 3B construction, including diversion of river channel flow, and the requirements related to the Fish Management Plans of the two projects. The Contracting Officer shall be kept informed of the results of such coordination.

Payment will be according to the requirements for price adjustment in the contract clauses.

#### ***1.23.9 San Jose Water Company Parking Area***

*The following are special requirements related to construction occurring adjacent to the parking area of the San Jose Water Company Main Office building located at 374 West Santa Clara Street (parking area). Temporary occupants will perform at the parking area in a tent to be erected within 40 feet of the project temporary construction easement at about Station 15+50 Line H1. The temporary occupants will perform from approximately June 19, 2002 to approximately July 21, 2002 (summer season) and from approximately September 18, 2002 to October 27, 2002 (fall season)*

*Approximately 39 shows will be scheduled during the summer season. Summer season shows will occur after 6:00 PM during weekdays. An afternoon and a night show will be scheduled during weekends.*

*Typical show times during the fall season will be as follows,*

- *Tuesday/Wednesdays between 8:00 PM and 11:00 PM*
- *Thursday/Fridays between 5:00 PM and midnight*
- *Saturdays between 4:00 PM and 11:00 PM*
- *Sundays between 1:00 PM and 8:00 PM*

*The Contractor shall ensure that noise, as measured within one (1) foot of the exterior wall of the performance tent does not exceed a noise level of 74 dBA  $L_{eq}$  (1-hour) due to the Contractor's operations during the period commencing 60 minutes prior to each show and ending 30 minutes following each show.*

*Prior to the start of construction, the contractor shall retain a qualified noise control specialist to prepare the related construction noise portion of the Noise Monitoring Plan (Plan). The Plan shall evaluate noise levels based on the actual equipment proposed for use during the period specified herein. The Plan shall estimate the construction noise levels expected to be generated within one (1) foot of the exterior tent wall. The Plan shall identify noise reduction measures to be applied during the period specified herein if noise levels are predicted to exceed the specified one-hour  $L_{eq}$ . These measures may include but are not limited to the following:*

*For tasks to be performed during the specified period, select and/or locate equipment such that said equipment will not cause the construction noise to exceed the limit specified herein.*

*Perform noisy activities outside of the period commencing 60 minutes prior to each show and ending 30 minutes following each show.*

*Operate and maintain all construction equipment to minimize noise generation. Equipment and vehicles shall be kept in good repair and fitted and operated with "manufacturer-recommended or OEM supplied" shields, shrouds, silencers and mufflers.*

*Construct a temporary construction noise barrier wall(s) (soundwall) at the edge of the TCE of sufficient mass, length, height, and in a manner free of gaps and other sound leaks that will substantially reduce noise from construction activities to satisfy the noise standard specified herein. Contractor to be responsible for the design and permitting of any such soundwall(s). Soundwall(s) plans and construction would have to be approved by the Contracting Office. All soundwalls shall be removed, at the end of the fall season, upon the Contracting Officer's request and all parking area surface(s) disturbed by soundwall installation and use shall be restored to pre-soundwall condition.*

*Contractor shall schedule no deliveries nor allow hauling of materials in or out of the project site during the period commencing 90 minutes prior to the show and ending 90 minutes following each show.*

*Contractor shall measure exterior noise levels at the location specified above and consistent with the approved Plan at the beginning of construction, whenever noise generating construction equipment is moved laterally or closer to the performance tent, when there is a change in the quantity or type of noise-producing equipment, and when requested by the Contracting Officer. The sound levels should be measured using an integrating sound level meter, which conforms to the American National Standards Institute (ANSI) requirements for a Type 1 Sound Level Meter (SLM). The results of the sound level measurements shall be submitted to the Contracting Officer within 24 hours of the sound level measurement. Additional noise mitigation measures shall be instituted if the sound level from construction activity exceeds 74 dBA  $L_{eq(one-hour)}$  at the location(s) specified herein during the specified period.*

## **1.24 INSPECTION AND REVIEW BY OTHER AGENCIES**

### **1.24.1 General**

Throughout the duration of the project, portions of the work will be inspected by other agencies. These agencies include the Santa Clara Water District (SCVWD) and The City of San Jose (CSJ). The Contractor shall notify the Contracting Officer a minimum of 7 days prior to the start of construction for the work items listed in the following paragraphs. The Contracting Officer in turn will notify the agencies of the projected start dates.

### **1.24.2 Inspection and Review by the Santa Clara Valley Water District (SCVWD)**

#### **1.24.2.1 Construction Inspection**

The SCVWD, at its discretion, may provide an inspector who will periodically visit the construction site to observe items of interest to SCVWD. The inspector will coordinate all

inspections with the Contracting Officer. This inspector will report directly to the Contracting Officer's Representative in regards to any deficiencies observed. The Contractor is cautioned not to accept any direction to perform any activity from SCVWD's Inspector.

#### **1.24.2.2 Quality Assurance**

Using the Corps of Engineers' independent testing laboratory (not associated with the Contractor's testing laboratory), SCVWD may request and receive additional tests at their expense through the Contracting Officer's Representative. All tests must avoid impacting the progress of the Contractor.

### **1.24.3 Inspection and Review by the City of San Jose (CSJ)**

#### **1.24.3.1 Shop Drawing Review**

The CSJ will have 21 days to review shop drawings associated with the sanitary sewer and storm drain relocations as well as the irrigation and electrical installations. The submittals to be reviewed by CSJ are included in the submittal register. The Contractor shall provide three (3) additional copies of all submittals identified for review by CSJ. The Contracting Officer will be responsible for forwarding the extra copies of the submittal to CSJ (2 copies) and SCVWD (1 copy) for their review. CSJ will retain one (1) copy and return one (1) copy of all reviewed submittals to the Contracting Officer. The Contracting Officer will coordinate the comments and provide the formal responses to the Contractor.

#### **1.24.3.2 Work Items Requiring Notification**

Sanitary Sewer Work

Storm Drain Work

Electrical Work

Irrigation Systems

#### **1.24.3.3 Construction Inspection**

CSJ, at its discretion, may provide an inspector who will periodically visit the construction site to observe items of interest to the CSJ. The inspector will coordinate all inspections through the Contracting Officer. This inspector will report directly to the Contracting Officer's Representative in regards to any deficiencies observed. The Contractor is cautioned not to accept any direction to perform any activity from CSJ's Inspector.

#### **1.24.3.4 Quality Assurance**

Using the Corps of Engineers' independent testing laboratory (not associated with the Contractor's testing laboratory), CSJ may request and receive additional tests at their expense through the Contracting Officer's Representative. All tests must avoid impacting the progress of the Contractor.

### **1.24.4 Inspection by California Department of Fish and Game, the U.S. Fish and Wildlife**

### **Service, and the National Marine Fisheries Service**

The California Department of Fish and Game, the U.S. Fish and Wildlife Service, and the National Marine Fisheries Service at their discretion, may periodically visit the construction site to observe items of interest to them. They will report directly to the Contracting Officer's representative in regards to any deficiencies observed. The Contractor is cautioned not to accept any direction to perform any activity from their representatives.

### **1.24.5 Inspection and Review by the California Department of Transportation (Caltrans):**

#### **1.24.5.1 Shop Drawing Review**

Caltrans will have 21 days to review shop drawings associated with work within the designated Caltrans right-of-way. The submittals to be reviewed by Caltrans will be identified prior to construction by the Contracting Officer. The Contractor shall provide two (2) additional copies of all submittals identified for review by Caltrans.

#### **1.24.5.2 Construction Inspection**

Caltrans, at its discretion, may provide an inspector who will periodically visit the construction site to observe items of interest to Caltrans. This inspector will report directly to the Contracting Officer's Representative in regards to any deficiencies observed. The Contractor is cautioned not to accept any direction to perform any activity from Caltrans' Inspector.

#### **1.24.5.3 Quality Assurance**

Using the Corps of Engineers' independent testing laboratory (not associated with the Contractor's testing laboratory), Caltrans may request and receive additional tests at their expense through the Contracting Officer's Representative.

### **1.25 PERMITS**

#### **1.25.1 General**

Reference is made to the article of the contract entitled "Permits and Responsibilities," which obligates the Contractor to obtain all required licenses and permits.

#### **1.25.2 City of San Jose (CSJ)**

##### **1.25.2.1 Encroachment Permit**

The Contractor shall apply for, pay all fees, and obtain the City of San Jose Encroachment Permit. The Contractor shall adhere to all requirements for excavations, haul routes, noise control, parking restrictions, and street closures required by the City of San Jose Encroachment Permit for the project. The Contractor shall prepare and receive approval for all submittals required by the City of San Jose Encroachment Permit prior to starting any work related to those submittals.

##### **1.25.2.2 Public Utilities Excavation Permit**

The Contractor shall obtain this permit prior to excavation. Refer to Section 02222; EXCAVATION, TRENCHING AND BACKFILLING FOR UTILITY SYSTEMS.



**1.25.2.3 Haul Route Permit**

The Contractor shall obtain this permit prior to clear and grub operations. Refer to paragraph, COORDINATION WITH OTHERS.

**1.25.2.4 Street Closure Permit**

The Contractor shall obtain this permit prior to any anticipated street closure.

**1.25.2.5 Fire Marshall Permit**

Contractor shall obtain a permit with respect to the vicinity of the Adobe Building.

**1.25.3 Permit required by the San Jose Water Company (SJWC)****1.25.3.1 Water Connection Permit**

The Contractor shall obtain water connection permit, pay all associated fees, and make all necessary connections to provide water service at the locations shown on the Drawings. Refer to paragraph 1.27, UTILITIES.

**1.25.4 California Department of Transportation (Caltrans)**

In accordance with Cooperative Agreement #4-1593-C between Caltrans and the Santa Clara Valley Water District and Encroachment Permit #0493-NMC-1544, the Contractor shall obtain a no-fee encroachment permit from Caltrans District 4 Permit Engineer prior to commencing any work within Caltrans right-of-way or which affects Caltrans facilities. This permit will apply only to contract work within the Caltrans right of way.

A copy of Cooperative Agreement #4-1593-C and Encroachment Permit #0493-NMC-1544 will be made available to the Contractor upon request. The Contractor shall comply with all applicable terms and conditions of Cooperative Agreement #4-1593-C as a condition of the Encroachment Permit.

**1.26 PRECONSTRUCTION CONDITION SURVEY**

Prior to the start of construction, the Contractor shall survey and record the conditions of existing structures within and adjacent to the construction limits. This survey shall be done in the vicinity of existing structures that may be impacted by construction activities, particularly structures near excavations and bridges. The Contractor shall notify Contracting Officer at least 7 days prior to the survey, so he can accompany the Contractor. The Contractor shall document in detail the condition of the existing structures. Photographs and videotapes shall be used for visual documentation of pre-project conditions. The survey shall include, but not be limited to, the following items:

- a) signs of distress (i.e., cracking)
- b) apparent use of property, active or abandoned
- c) state of repair and level of maintenance
- d) type of foundation supporting structure, if discernible
- e) fencing

- f) vegetation
- g) street pavement condition

The Contractor is responsible for all damage due to construction equipment and activities.

## **1.27 UTILITY OUTAGES AND STREET CLOSURES SCHEDULING**

### **1.27.1 Scheduling**

All utility outages and street closures shall be of as short a duration as possible and shall be scheduled as far in advance as possible with the Contracting Officer, in no case less than 14 days before the outage or closure.

### **1.27.2 Closing of Cross Streets**

Unless otherwise permitted by the City of San Jose Encroachment Permit not more than one street crossing the work site may be closed to traffic at any one time, and then only when approved by the Contracting Officer.

### **1.27.3 Written Permission**

Whenever any street or intersection is required to be temporarily closed to traffic and thus rendered impassable for two lanes of traffic, the Contractor must, prior to closing any such street or intersection, obtain not less than twenty-four (24) hours advance written permission from the City of San Jose Streets and Parks Department and from all affected public transit agencies.

### **1.27.4 Downtown Events**

The Contractor is made aware that certain outdoor events (downtown parades) administered by the Office of Cultural Affairs may temporarily restrict access to streets that are a part of the official downtown parade route. These streets include Santa Clara Street, Market Street, Almaden Boulevard, Delmas Avenue, etc. The downtown parade route can be obtained from the City of San Jose Office of Cultural Affairs. The Contractor shall obtain a three-month advance calendar from the City of San Jose Department of Transportation on a weekly basis and use it in planning hauling operations.

## **1.28 UTILITIES**

### **1.28.1 Contractor Responsibility**

It is anticipated that pole lines, signs, pipelines and private improvements that would interfere with or are to be replaced by new construction will be removed to new locations by the owners (or by the Santa Clara Valley Water District or the City of San Jose or their agents) in advance of construction operations, except as noted on the Drawings. The Contractor shall notify the Contracting Officer at least 60 days in advance of the date on which work will be started requiring the removal of such utilities or private improvements. Care shall be taken to preserve and protect any such improvements from injury or damage during construction operations. The Contractor shall assume full responsibility for reimbursing the owners for any damage to their properties, utilities, or improvements, or interference with their services caused through his operations. Should such damage be found to have been caused without the Contractor's fault or

negligence an equitable adjustment in the amount due under the contract will be made under Section 00700; CONTRACT CLAUSES.

#### **1.28.2 Protection of Utilities**

The Contractor shall protect from damage utility facilities that are (1) designated on the Drawings or described in the Specifications, (2) non-main and trunkline utility facilities not shown on the Drawings or described in the Specifications, and (3) existing service laterals or appurtenances not shown on the Drawings or described in the Specifications, whose presence on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes on or adjacent to the site of the construction, and (4) other non-right-of-way facilities that are to remain in place, be installed, relocated or otherwise rearranged.

#### **1.28.3 Rearrangement in Advance of Construction**

It is anticipated that some or all of the utility and other non-right-of-way facilities, both above ground and below ground, that are required to be rearranged (as used herein, rearrangement includes installation, relocation, alteration, or removal) as a part of the improvement, shall be rearranged in advance of construction operations. Santa Clara Valley Water District (SCVWD) will arrange agreements with the various utility owners for utility relocation or abandonment. Contact Steve Ferranti of SCVWD at (408) 265-2600.

#### **1.28.4 Rearrangement by Others**

Where a rearrangement is indicated to be done by others on the Drawings, the Contractor shall have no liability for the costs of performing the work involved in such rearrangement.

#### **1.28.5 Access to Facilities**

The right is reserved to the Government and the owners of facilities, or their authorized agents, to enter upon the right-of-way for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct his operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such other forces. Wherever necessary, the work of the contractor shall be coordinated with the rearrangement of utility or other non-right-of-way facilities, and the Contractor shall make arrangements with the owner of such facilities for the coordination of the work.

#### **1.28.6 Right-of-Way Improvement**

When ordered by the Contracting Officer in writing, the Contractor shall rearrange any utility or other non-right-of-way facility necessary to be rearranged as a part of the right-of-way improvement, and such work will be paid for as extra work.

#### **1.28.7 Relocations for Contractor Convenience**

Should the Contractor desire to have any rearrangement made in any utility facility, or other improvement, for his convenience in order to facilitate his construction operations, which rearrangement is in addition to, or different from, the rearrangement indicated on the Drawings,

he shall make whatever arrangements are necessary with the owners of such utility or other non-right-of-way facility for such arrangement and bear all costs incurred in connection therewith.

#### **1.28.8 Underground Relocations Not Shown on Drawings or Specifications**

Where it is determined by the Contracting Officer that the rearrangement of an underground facility, the existence of which is not shown on the Drawings or Specifications, is essential in order to accommodate the right-of-way improvement, the Contracting Officer will provide for the rearrangement of such facility by other forces or such rearrangement shall be performed by the Contractor and will be paid for as extra work.

#### **1.28.9 Delays Due to Utility Relocations**

Any delays to the Contractor's operations as a direct result of utility or other non-right-of-way facilities not being rearranged as herein provided (other than delays in connection with rearrangement made to facilitate his construction operations or delays due to a strike or labor dispute) will entitle the Contractor to an extension of time. The Contractor shall be entitled to no compensation for any such delay.

#### **1.28.10 Unknown Underground Facilities**

Attention is directed to the possible existence of underground facilities not known to the Government or in a location different from that shown on the Drawings. The Contractor shall take steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service including contacting Underground Service Alert and potential utility owners. Nothing herein shall be deemed to imply that the Contractor is relieved from protecting from damage any utility facility of which he has knowledge.

#### **1.28.11 Water Connections**

For contract work associated with connection to a water main, the Contractor shall provide the San Jose Water Company with no less than six (6) weeks notification to allow scheduling of their work. Refer to paragraph 1.25.3.1. The Contractor shall include San Jose Water Company approved reduced pressure principle backflow preventers at the connections. Contractor shall pay meter rates monthly prior to turning over the work upon completion of the contract. Contractor shall be responsible for coordination with the San Jose Water Company and the City of San Jose to facilitate the turnover of the various meters once the related portion of the work, including establishment period, is approved and accepted by the Contracting Officer.

#### **1.28.12 Preconstruction Utility Meeting**

The Contractor shall organize a preconstruction meeting with Pacific Gas & Electric Company (PG&E), Santa Clara Valley Water District, and the Corps of Engineers to coordinate the removal of existing service connections to street electroliners within the limits of work. The Contractor shall notify PG&E a minimum of six (6) weeks prior to the intended date of the start of construction.

### **1.29 SCRAP MATERIAL**

Materials specified to be removed and to become the property of the Contractor are designated as scrap, and the Contractor, by signing this contract, hereby acknowledges that he has made due allowance for value, if any, of such scrap in the contract price.

### **1.30 SPECIAL CONSTRUCTION PROCEDURES**

#### **1.30.1 Work Within the Channel**

All work within the river channel shall cease from October 15 to April 15. Refer to Section 02101; CARE AND DIVERSION OF WATER, and to the Fish Management Plan. Construction requiring stream dewatering, *stream diversions*, stream crossings, or work in channel bottoms may not start until after June 1, *unless the criteria of the Fish Management Plan can be met. The term "within the river channel" means the area between the top of left bank and top of right bank as shown on the profiles on Sheets C-5 through C-8. "Channel bottom" means that area extending between the bottom of existing banks and/or out to the extent of new gabion or wall construction depending on the condition of construction at that particular time.*

#### **1.30.2 Cultural Resources Issues**

Where cultural resources sites are indicated on the Drawings, the Contractor shall refer to Section 01354; ENVIRONMENTAL PROTECTION, when working in such areas. Section 01354 sets forth the cultural resources procedural guidelines applicable to the contract.

#### **1.30.3 Hours of Operation**

The Contractor shall observe all City of San Jose requirements for hours of operation and noise generation. It is the responsibility of the Contractor to become familiar with and comply with all local construction ordinances and requirements.

No delivery or hauling of materials in or out of the project site shall be allowed for the period starting 2 hours before an event at the Compaq Center at San Jose and ending 1-1/2 hours after the event unless otherwise coordinated with the Arena Events Operations Committee during the monthly coordination meeting.

#### **1.30.4 Preservation/Protection of Trees**

To promote and provide immediate valued riparian canopy and matured growth for the proposed mitigation areas, selected existing plants (trees and shrubs) have been selected and tagged for preservation/protection during construction. The drawings only indicate the general area where these trees are located and not the specific locations. Trees are to be preserved as much as possible during demolition. The Contractor shall be responsible for preserving and protecting these plants throughout the life of this contract. Refer to Section 01354; ENVIRONMENTAL PROTECTION.

### **1.31 STONE PROTECTION AND AGGREGATE SOURCES**

#### **1.31.1 Stone Protection Sources**

##### **1.31.1.1 Quarry Stone**

Quarry stone meeting the requirements of these specifications can be produced from the sources listed below:

- (a) San Vicente Quarry near Davenport, Santa Cruz County, California.
- (b) Logan Quarry near Aromas, San Benito County, California.
- (c) Pearce Quarry near Hollister, San Benito County, California.
- (d) Stonewall Canyon Quarry near Soledad, California.
- (e) Lexington Quarry, Los Gatos, Santa Clara County, California

##### **1.31.1.2 Processing**

Some selective processing may be required at the sites to achieve the specification requirements.

Approval of a source is not to be construed as approval of all material from that site. The right is reserved to reject materials from certain localized areas or zones when such materials are unsuitable as meeting the specification.

##### **1.31.1.3 Material Requirements**

Material produced from a listed source shall meet all the requirements of Section 02271; STONE PROTECTION. Samples required for acceptance testing shall be provided as required by Section 02271; STONE PROTECTION.

#### **1.31.2 Aggregate Sources**

##### **1.31.2.1 Listed Sources**

Aggregates meeting the requirements of specifications can be produced from the sources listed below:

- (a) Alameda Creek - near Fremont, California
- (b) Logan Creek - near Aromas, California
- (c) Livermore Valley - between Pleasanton and Livermore, California
- (d) Permanente Quarry - Permanente, California
- (e) Felton – Scotts Valley, California

##### **1.31.2.2 Other Sources**

Aggregates may be furnished from any of the above listed sources at the option of the Contractor.

They may be furnished from any other source designated by the Contractor and approved by the Contracting Officer, subject to the conditions stated in these specifications.

### **1.32 CONTAMINATED SOIL ISSUES**

The Contractor shall refer to Section 01351; SAFETY, HEALTH, AND EMERGENCY RESPONSE, should any unforeseen, potentially hazardous waste (visible

discolored/contaminated soil, free product, chemical odors, etc.) or contaminated surface or groundwater become evident during the performance of the work.

### **1.33 DISPOSAL SITES**

The Contractor shall be responsible for locating disposal sites for all excavated materials and other materials to be disposed of generated from the work. Information regarding location and contact information for some prospective disposal sites for “inert” material as specified in Section 01354; ENVIRONMENTAL PROTECTION are as shown on the Drawings. The disposal sites are expected to accept the quantities of “inert” materials from this work; however, a dumping fee will be assessed to the Contractor. The Contractor shall be responsible for negotiating sampling requirements and disposal fees and obtaining any special instructions with all disposal sites, whether those listed or others.

### **1.34 HAUL ROUTES**

#### **1.34.1 Intended Haul Route Plan**

The Contractor shall be responsible for filing his intended haul route and obtaining approval from the City of San Jose, Department of Transportation, as required by the CSJ Encroachment Permit (refer to paragraph 1.25.2.1). The haul route plan shall include offices, material storage areas and structures and the access routes to these areas. All required traffic signs, special limits, warning devices, lighting and other such safety devices required by EM 385-1-1, OSHA, local cities and Caltrans (on state roads) shall be shown. The plan shall be revised and resubmitted if the haul routes being used are not as shown on the plan. Prior to the start of construction, the Contractor shall videotape all construction access and haul routes. A copy of the videotape will be provided to the Contracting Officer. Upon completion of the work, a post-construction videotape of the same access and haul routes will be made with a copy provided to the Contracting Officer.

(a) Construction activities such as clearing and grubbing, tree removal, demolition, excavation, backfilling and grading shall be coordinated with this plan.

(b) The haul route plan shall include the requirements of Section 01354; ENVIRONMENTAL PROTECTION especially paragraph, PROTECTION OF LAND RESOURCES and all the clauses referenced therein.

#### **1.34.2 Haul Route Cleanup**

The Contractor shall clean, sweep, or pick up, as necessary, mud, rocks, trash, or any other type of debris spilled along haul routes, immediately after passage. Cleanup shall be performed to the satisfaction of the City of San Jose and the Contracting Officer.

### **1.35 DAMAGE TO ROADS**

The Contractor shall preserve and protect all existing private or project access or right-of-way roads. Prior to using all existing private or project access or right-of-way roads, the Contractor shall videotape the roads and submit two copies to the Contracting Officer. The Contractor shall repair curb, gutter, and sidewalk along the haul route, if damaged by the Contractor, within the time required by the City Inspector. At the completion of work and prior to the Contractor

leaving the project, he shall restore to pre-project conditions all such roads. Repairs shall include replacement of base rock and/or surface treatment as required.

### **1.36 DAMAGE TO WORK**

#### **1.36.1 Winter Preparedness Plan**

The Contractor shall prepare a Winter Preparedness Protection Plan covering winter preparedness and the protection of constructed work. The plan shall include description of measures to prevent erosion and scour, measures for sediment control, description of supplemental bracing, and relate such activities to the construction schedule. Refer to Section 02101; CARE AND DIVERSION OF WATER for channel flows.

#### **1.36.2 Damage by Flood or Earthquake**

The responsibility for damage to any part of the permanent work shall be as set forth in the closure of the contract entitled, "Permits and Responsibility". However, if, in the judgement of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood or earthquake which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor shall make the repairs as ordered by the Contracting Officer and full compensation for such repairs shall be made at the applicable contract unit or lump sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there are no contract or lump sum prices applicable to any part of such work, then an equitable adjustment pursuant to the CHANGES clause of the contract, see Section 00700, will be made as full compensation for the repairs of that part of the permanent work for which there are no applicable contract unit or lump sum prices. Except as herein provided; damage to all work (including temporary construction), utilities, materials, equipment and plant shall be repaired to the satisfaction of the Contracting Officer at the Contractor's expense, regardless of the cause of such damage. (EFARS 52.2/9109(c))

### **1.37 PRICING OF CONTRACTOR-FURNISHED PROPERTY**

At the request of the Contracting Officer, the Contractor shall promptly furnish and shall cause any subcontractors to furnish, in like manner, unit prices and descriptive data required by the Government for property record purposes of fixtures and equipment furnished and installed by the Contractor.

### **1.38 WRITTEN GUARANTEES AND GUARANTOR'S LOCAL REPRESENTATIVE**

Prior to completion of the contract, the Contractor shall obtain and furnish to the Contracting Officer's representative written guarantees for all the equipment and/or appliances furnished under the contract. The Contractor shall furnish with each guarantee: The name, address, and telephone number of the guarantor's representative nearest to the location where the equipment and/or appliances are installed, who, upon request of the Using Service's representative, will honor the guarantee during the guaranty period and will provide the services prescribed by the terms of the guarantee.



### **1.39 WARRANTY OF CONSTRUCTION**

#### **1.39.1 Performance Bond**

(1) The Contractor's Performance Bond shall remain effective throughout the life of all warranties and warranty extensions.

(2) In the event the Contractor or his designated representative fails to commence and diligently pursue any work required under the Contract Clause "Warranty of Construction" within a reasonable time after receipt of written notification pursuant to the requirements thereof, the Contracting Officer shall have a right to demand that said work be performed under the Performance Bond by making written notice on the surety. If the surety fails or refuses to perform the obligation it assumed under the Performance Bond, the Contracting Officer shall have the work performed by others, and after completion of the work, shall make demand for reimbursement of any or all expenses incurred by the Government while performing the work including, but not limited to, administrative expenses.

(3) Warranty repair work which arises to threaten the health or safety of personnel, the physical safety of property or equipment, or which impairs operations, habitability of living spaces, etc., shall be handled by the Contractor on an immediate basis as directed verbally by the Contracting Officer or his authorized representative. Written verification will follow verbal instructions. Failure of the Contractor to respond as verbally directed will be cause for the Contracting Officer or his authorized representative to have the warranty repair work performed by others and to proceed against the Contractor as outlined in subparagraph (2) above.

#### **1.39.2 Pre-Warranty Conference**

Prior to contract completion and at a time designated by the Contracting Officer or his authorized representative, the Contractor shall meet with the Contracting Officer to develop a mutual understanding with respect to the requirements of Contract Clause, "Warranty of Construction". Communication procedures for Contractor notification of warranty defects, priorities with respect to the type of defect, reasonable time required for Contractor response, and other details deemed necessary by the Contracting Officer or his authorized representative for the execution of the construction warranty shall be established/reviewed at this meeting.

In connection with these requirements and at the time of the Contractor's quality control completion inspection, the Contractor shall furnish the name, telephone number and address of a licensed and bonded company that is authorized to initiate and pursue warranty work action on behalf of the Contractor. This single point of contact shall be located within the local service area of the warranted construction, shall be continuously available, and shall be responsive to Government inquiry on warranty work action and status. This requirement does not relieve the Contractor of any of his responsibilities in connection with Contract Clause, "Warranty of Construction".

#### **1.39.3 Equipment Warranty Identification Tags**

The Contractor shall provide warranty identification tags on all equipment installed under this contract.

#### **1.39.4 Contractor's Response to Warranty Service Requirements**

The following warranty service requirements are applicable to this contract. Following notification by the Contracting Officer or the Contracting Officer's Representative, the Contractor shall respond to a warranty service requirement identified by the Contracting Officer's Representative in accordance with the "Warranty Service Priority List" of this program. This list prioritizes warranty work into the categories:

First Priority 1A. Perform on site inspection to evaluate situation, determine course of action, initiate work within 24 hours and work continuously to completion or relief.

Second Priority 1B. Perform on site inspection to evaluate situation, determine course of action, initiate work within 48 hours and work continuously to completion of relief.

Third Priority. All other work to be initiated within 5 workdays and work continuously to completion or relief.

The "Warranty Service Priority List" shall be compiled by the Contractor and approved by the Contracting Officer.

Should parts be required to complete the work and the parts are not immediately available the Contractor shall have a maximum of 12 hours after arrival at the job site to provide the Contracting Officer's Representative with firm written proposals for emergency alternatives and temporary repairs for Government participation with the Contractor to provide emergency relief until the required parts are available on site for the Contractor to perform permanent warranty repair. The Contractor's proposals shall include a firm date and time that the required parts will be available on site to complete the permanent warranty repair. The Contracting Officer's Representative will evaluate the proposed alternatives and negotiate the alternative considered to be in the best interest of the Government to reduce the impact of the emergency condition. Alternatives considered by the Contracting Officer's Representative will include the alternative for the Contractor to "Do Nothing" while waiting until the required parts are available to perform permanent warranty repair. Negotiating a proposal that will require Government participation and the expenditure of Government funds shall constitute a separate procurement action by the using service.

#### **1.40 ENVIRONMENTAL LITIGATION**

##### **1.40.1 Suspension of Work**

If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a subcontractor at any tier not required by the terms of this contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a subcontractor at any tier other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer in the administration of this contract under the terms of the SUSPENSION OF WORK clause of this contract, see Section 00700. The period of such

suspension, delay or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

#### **1.40.2 Definition of Environmental Litigation**

The term "environmental litigation", as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment.

### **1.41 PERFORMANCE EVALUATION OF CONTRACTOR**

#### **1.41.1 Time of Evaluation**

As a minimum, the Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluation may be prepared at any time during contract performance when determined to be in the best interest of the Government. (EFARS 36.201)

#### **1.41.2 Format of Evaluation**

The format for the evaluation will be SF Form 1420, and the Contractor will be rated either outstanding, satisfactory, or unsatisfactory in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The Contractor will be advised of any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation, and all Contractor comments will be made a part of the official record. Performance Evaluation Reports will be available to all DOD Contracting Offices for their future use in determining Contractor responsibility, in compliance with DFARS 236.201.

#### **1.41.3 Subcontractor Evaluation**

A similar evaluation for subcontractors will be prepared if the Government deems it to be appropriate.

### **1.42 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER**

#### **1.42.1 Conditions for Extension**

This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE, Section 00700, entitled "DEFAULT (FIXED-PRICE CONSTRUCTION)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

**1.42.2 Anticipated Weather Delays**

The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

**MONTHLY ANTICIPATED ADVERSE WEATHER DELAY  
WORK DAYS BASED ON (5) DAY WORK WEEK**

<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
(12)	(13)	(08)	(04)	(01)	(01)	(00)	(00)	(01)	(02)	(06)	(09)

**1.42.3 Contractor Record**

Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. (ER 415-1-15, 31 OCT 89)

**1.43 BID ITEM OVERRUN**

Throughout the contract, at a minimum, every two weeks, the Contractor shall be responsible to monitor placement or installation of unit price items (if any) with respect to the original estimated quantities shown in the contract. If placement or installation indicates a possible overrun with respect to the original estimated quantities shown in the contract, the Contractor shall immediately provide written notification to the Contracting Officer with revised total estimated quantities.

**1.44 PAYMENT**

Except as otherwise noted, no separate payment will be made for the work covered under this section and all costs in connection therewith will be considered a subsidiary obligation of the Contractor.

**1.45 NON CONTRACT WORK**

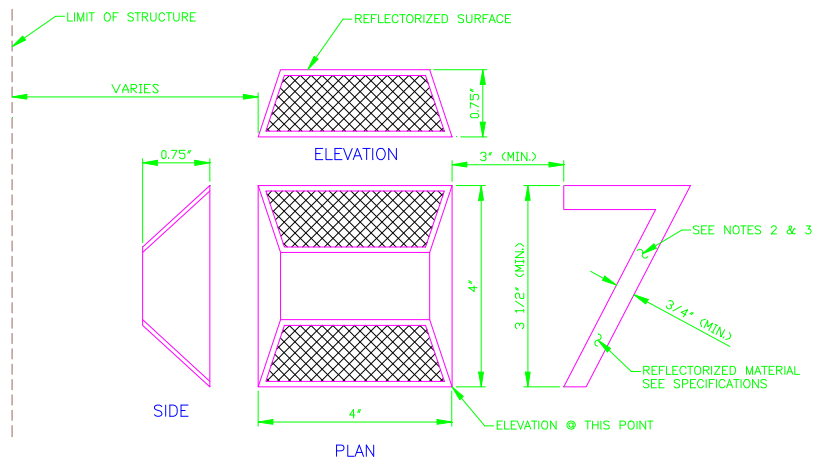
The Contractor and/or his subcontractors shall not perform any work or erect any structure for third parties, landowners or otherwise, within the limits of the rights-of-way without prior approval of the Contracting Officer.

**PART 2      PRODUCTS (NOT APPLICABLE)**

**PART 3      EXECUTION (NOT APPLICABLE)**

\* \* \* \* \*

01500-39



### DETAIL OF REFLECTIVE DEPTH MARKER

- 1: REFLECTIVE DEPTH MARKER SHALL BE INSTALLED AT THE STATIONS ON THE LEFT OR RIGHT BANK UPSTREAM AND DOWNSTREAM OF BRIDGE AS SHOWN ON THE PLAN SHEETS.
- 2: NUMBER IS TO REPRESENT VERTICAL DISTANCE IN FEET ABOVE CHANNEL INVERT IN ONE FOOT INCREMENTS.
- 3: STATION LOCATION SHALL BE CENTERED AND LOCATED ABOVE THE HIGHEST DEPTH MARKER. STATION NUMBERS SHALL BE SAME SIZE AND MATERIAL AS DEPTH NUMBERS.